

Vernon E. Leverty, Esq., NV Bar No. 1266  
Patrick R. Leverty, Esq., NV Bar No. 8840  
LEVERTY & ASSOCIATES LAW CHTD.  
832 Willow Street  
Reno, Nevada 89502  
(775) 322-6636  
Attorneys for Plaintiffs  
Joseph M. Arterburn and Kelly D. Arterburn

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

JOSEPH M. ARTERBURN, an individual,  
and KELLY D. ARTERBURN, an individual

Plaintiff,

Case No. 3:14-cv-00041-RCJ-VPC

vs.

AMERICAN FAMILY MUTUAL  
INSURANCE COMPANY, a Wisconsin  
Corporation; DOES I-XXX; and ABC  
CORPORATIONS A-Z; inclusive,

**PROTECTIVE ORDER**

Defendants.

The parties hereby stipulate to the entry of the protective order attached hereto.

DATED: This 14<sup>th</sup> day of April, 2013

DATED: This 14<sup>th</sup> day of April, 2013

LEVERTY & ASSOCIATES LAW CHTD.

RANALLI & ZANIEL, LLC

/S/ Patrick Leverty

/S/ David Zaniel

Vernon E. Leverty, Esq., NV Bar No. 1266  
Patrick R. Leverty, Esq., NV Bar No. 8840  
832 Willow Street  
Reno, NV 89502  
Attorneys for Plaintiff

David M. Zaniel, Esq.  
Monica Caffaratti, Esq.  
50 West Liberty Street, Suite 760  
Reno, NV 89501  
Attorneys for American Family  
Mutual Insurance Company

**CERTIFICATE OF SERVICE**

I hereby certify that on April 14, 2014, I electronically filed the foregoing with the Clerk  
of the Court using the CM/ECF system which will send notification of such filing to counsel of  
record.

/S/ Patrick Leverty  
Patrick R. Leverty

Vernon E. Leverty, Esq., NV Bar No. 1266  
Patrick R. Leverty, Esq., NV Bar No. 8840  
LEVERTY & ASSOCIATES LAW CHTD.  
832 Willow Street  
Reno, Nevada 89502  
(775) 322-6636  
Attorneys for Plaintiffs  
Joseph M. Arterburn and Kelly D. Arterburn

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

JOSEPH M. ARTERBURN, an individual,  
and KELLY D. ARTERBURN, an individual

Plaintiff,

Case No. 3:14-cv-00041-RCJ-VPC

vs.

AMERICAN FAMILY MUTUAL  
INSURANCE COMPANY, a Wisconsin  
Corporation; DOES I-XXX; and ABC  
CORPORATIONS A-Z; inclusive,

**PROTECTIVE ORDER**

Defendants.

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material claimed by the parties to be confidential, and ensure that protection is afforded only to material so designated, pursuant to the Court's authority under Fed. R. Civ. P. 26(c), it is hereby ORDERED:

1. "Confidential" Documents. This order shall govern all documents produced or exchanged subsequent to the entry of this Order that are stamped or otherwise marked with the legend "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER."

2. Scope of "Confidential" Designation. The special treatment accorded to documents designated "Confidential" under this Order shall reach:

- a) All documents previously or hereafter designated "Confidential";
- b) All copies, extracts, and complete or partial summaries prepared from such documents;
- c) Any deposition transcript or exhibit, or portion thereof, that discusses or

1 refers to such documents, copies, extracts or summaries; and

- 2 d) Any portion of any discovery answer or response, affidavit, declaration,  
3 brief, or other paper filed with the Court, or exhibit thereto, that discusses or  
4 refers to such documents, copies, extracts or summaries.

5 3. Permissible Disclosure of "Confidential" Documents. Except with prior written  
6 consent of all parties and nonparties asserting confidential treatment, and except as provided  
7 elsewhere in this Order, documents designated "Confidential," and all information contained therein  
8 or derived therefrom, may not be disclosed to any person other than:

- 9 a) The parties to this action;  
10 b) Counsel of record for the parties in this action;  
11 c) Secretaries, paralegal assistants, and other employees of such counsel who are  
12 assisting in the prosecution and/or defense of this action;  
13 d) Actual or potential deposition or trial witnesses in this action, to the extent  
14 reasonably necessary to prepare the witness to testify concerning this case. In  
15 no event, however, shall disclosure be made under this subparagraph to any  
16 witness who is or has been employed by or associated with any competitor  
17 or customer of the defendants unless the "Confidential" documents in  
18 question were written by, seen by or copied to said witness.  
19 e) Outside consultants and experts solely retained for the purpose of assisting  
20 counsel and the parties in the prosecution and/or defense of this action;  
21 f) Any person designated by the Court in the interests of justice, upon such  
22 terms as the Court may deem proper; and  
23 g) This Order shall not be construed in any manner to preclude free access by  
24 any individual to any hearing, trial or any other matter heard in open court.  
25 Neither will this Order be construed as a waiver of any objection or argument  
26 concerning the presence of anyone at a hearing, trial or other matter heard in  
27 open court. "Disclosure" is intended to be interpreted broadly, and means  
28 copying (including handwritten copies), exhibiting, showing, communicating,

1 describing, allowing access to, or otherwise releasing to any person the  
2 documents subject to this Order or any of these documents' content, except  
3 as expressly authorized by this Order.

4 4. Review of Party's Own "Confidential" Documents. The restrictions of this Order shall  
5 not apply to parties or nonparties, and their employees, attorneys, experts or other authorized agents,  
6 when reviewing their own "Confidential" documents.

7 5. Certification of Compliance. Except for persons identified in subparagraphs 3(a)- (c)  
8 above, no person authorized under the terms of this Order to receive access to "Confidential"  
9 documents shall be granted access to them until such person has read this Order and agreed in  
10 writing to be bound by it. Such written agreement must contain (a) a recital that the signatory has  
11 read and understands this Order; (b) a recital that the signatory understands that unauthorized  
12 disclosures of the "Confidential" documents constitute contempt of this Court; and (c) a statement  
13 that the signatory consents to the exercise of personal jurisdiction by this Court. Upon order of this  
14 Court, for good cause shown, these written agreements shall be available for inspection by counsel  
15 for other parties or nonparties, but the provision regarding disclosure to opposing counsel shall not  
16 apply to those described in subparagraph 3(e) who will not testify until the conclusion of this  
17 litigation.

18 6. Responsibility of Attorneys. The attorneys of record are responsible for employing  
19 reasonable measures, consistent with this Order, to control duplication of, access to, preservation of,  
20 and distribution of copies of "Confidential" documents. It shall be the obligation of counsel, upon  
21 hearing of any breach or threatened breach of this Order by any person, promptly to notify counsel  
22 for the opposing and producing parties of such breach or threatened breach.

23 7. Use of "Confidential" Documents at Depositions. A deponent may, during the  
24 deposition, be shown and examined about "Confidential" documents if the deponent is or was an  
25 employee of the party producing such document, or if the provisions of paragraph 5 are met. Any  
26 "Confidential" documents marked as deposition exhibits shall be sealed separately from the  
27 remainder of the deposition transcript and exhibits. When a party uses or refers to "Confidential"  
28 documents or information at a deposition, the portion of the deposition transcript that relates to such

1 documents or information shall be stamped "Confidential" and sealed separately from the remainder  
2 of the transcript, and shall be treated as "Confidential" under the provisions of this Order.

3 8. Designating Portions of Deposition Transcripts "Confidential." Any party or nonparty  
4 may, within 15 calendar days after receiving a deposition transcript, designate portions of the  
5 transcript, or exhibits thereto, as being "Confidential." At deposition, the parties will attempt in good  
6 faith to preliminarily identify and designate "Confidential" testimony and exhibits without prejudice  
7 to their right to so designate other testimony or exhibits or withdraw such designation after receipt  
8 of the transcript. Confidential deposition testimony or exhibits may be so designated by stamping  
9 the exhibits "Confidential," or by underlining the portions of the pages that are confidential and  
10 stamping such pages "Confidential." Until expiration of the 15 calendar day period, the entire  
11 deposition transcript, and all exhibits thereto, will be treated as "Confidential" under the provisions  
12 of this Order. If no party or nonparty timely designates testimony or exhibits from a deposition as  
13 being "Confidential," none of the deposition testimony or exhibits will be treated as confidential. If  
14 a timely "Confidential" designation is made, the confidential portions and exhibits shall be sealed  
15 separately from the portions and exhibits not so marked, and shall be treated as "Confidential" under  
16 the provisions of this Order.

17 9. No party or non-party shall file or submit for filing as part of the court record any  
18 documents under seal without first obtaining leave of court. Notwithstanding any agreement among  
19 the parties, the party seeking to file a paper under seal bears the burden of overcoming the  
20 presumption in favor of public access to papers filed in court. Any party or non-party seeking to file  
21 or submit any "Confidential" document as part of the court record shall make a good faith effort to  
22 obtain leave to file the document under seal, and shall afford all other parties sufficient notice to  
23 permit them to be heard on the question of whether the document shall be sealed.

24 a) If the Court grants a party leave to file or submit a filing under seal, the  
25 parties agree to send full and complete copies of the sealed filing, with all  
26 exhibits, electronically as soon as reasonably possible to the other party, as  
27 well as mailing, via first class mail or comparable means, a paper copy of the  
28 entire filing, including exhibits.

1           10.    Use of "Confidential" Documents in Court. Documents designated "Confidential,"  
2 and all information contained therein or derived therefrom, may be used or offered in evidence at  
3 the trial of this case, or at any court hearing in this litigation, provided that:

- 4                   a)    Sufficient advance notice is given to permit the designating party or nonparty  
5                           to seek additional protections or relief from the Court if desired; and  
6                   b)    The "Confidential" documents and information, and any portion of any  
7                           transcript or court paper where they are discussed or referred to, are stamped  
8                           "Confidential" and separately filed under seal with the Clerk of Court.

9           11.    Litigation Use Only. All "Confidential" documents produced in this litigation,  
10 whether by a party or nonparty, and whether pursuant to Federal. Civil Rule 34, subpoena,  
11 agreement, or otherwise, and all information contained therein or derived therefrom, shall be used  
12 solely for the preparation and trial of this action (including any appeals and retrials), and may not be  
13 used for any other purpose, including business, governmental or commercial, or any other  
14 administrative or judicial proceedings or actions.

15          12.    Declassification. Any party may apply to the Court for a ruling that a document (or  
16 category of documents) stamped "Confidential" is not entitled to such status and protection. The  
17 party that designated the document as "Confidential" shall be given notice of the application and an  
18 opportunity to respond. To maintain confidential status, the proponent of confidentiality must show  
19 by a preponderance of the evidence that there is good cause for the document to have such  
20 protection.

21          13.    Non Termination and Return of Documents. The provisions of this Order shall  
22 continue to apply to all "Confidential" documents and information after this action has been  
23 terminated. Upon termination of this action, including all appeals, the parties shall return all  
24 "Confidential" documents to the producing party, as well as all copies, extracts and summaries  
25 thereof, except that counsel for each party may maintain in its files one copy of each pleading or  
26 other paper filed with the Court. "Confidential" documents that are subsequently marked with  
27 attorney work product (e.g., notes of counsel) shall be destroyed by the party claiming the  
28 workproduct privilege. The destroying party shall provide a declaration that the documents

1 containing attorney work-product have been destroyed. Alternatively, the parties and/or any  
2 producing party may agree upon appropriate methods of destruction.

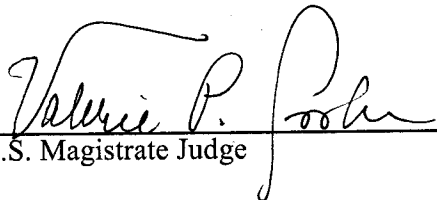
3 14. Subpoena By Other Courts Or Agencies. If another court or an administrative agency  
4 subpoenas or orders production of "Confidential" documents that a party has obtained under the  
5 terms of this Order, such party shall promptly notify the party who designated the document as  
6 confidential of the service of such subpoena or order, and provide that party with sufficient time in  
7 which to object.

8 15. No Admissions. Nothing contained In this Order, nor any action taken In compliance  
9 with it, shall:

- 10 a) Operate as an admission by any party that any particular document o  
11 information is, or is not, confidential;  
12 b) Operate as an admission by any party that any particular document is, or is  
13 not, subject to discovery or admissible in evidence at the trial of this action.

14 16. Interim Protection. "Confidential" documents produced by any party or nonparty  
15 through discovery in this action prior to the entry of this Order by the Court shall be subject to the  
16 provisions of this Order to the same extent as if the Order had been entered by the Court, unless the  
17 Court otherwise directs.

18 DATED this 14<sup>th</sup> day of April, 2014.

19   
20 U.S. Magistrate Judge

21  
22 Respectfully Submitted by:

23 /s/ Patrick Leverty  
24 Vernon E. Leverty, Esq., NV Bar No. 1266  
25 Patrick R. Leverty, Esq., NV Bar No. 8840  
26 LEVERTY & ASSOCIATES LAW CHTD.  
27 832 Willow Street  
28 Reno, Nevada 89502  
Attorneys for Plaintiffs